









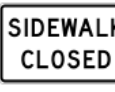
**MISSOURI DEPARTMENT OF TRANSPORTATION  
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION FOR  
PURCHASES FROM \$3,000 TO \$24,999.99  
THIS IS NOT AN ORDER**




**REQUEST FOR QUOTATION**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments, shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: SEPTEMBER 1, 2010		QUOTE DUE BY (DATE AND TIME): SEPTEMBER 8, 2010 10:00 A.M.	F.O.B. REQUIREMENTS: <b>DESTINATION</b>
TO BE DELIVERED ON OR BEFORE: <b>BEST DATE</b>		QUOTATION #: <b>D611-031-R7</b> THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: STEPHANIE AUSTIN RASHID 314-301-1439 EMAIL: STEPHANIE.AUSTINRASHID@MODOT.MO.GOV
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION DISTRICT 6 PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021  Facsimile #:314-301-1437 or 573-526-0016		Delivery Locations:  MoDOT Operations Complex 2309 Barrett Station Road Ballwin, MO 63021 Attn: Stockroom	

**ALL QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED.**

QTY	U/M	DESCRIPTION (including size and/or part #'s)	LAYOUT	UNIT PRICE	UNIT PRICE EXTENDED	DELIVERY TIME A.R.O.
4	Ea	Detour/Arrow Roll-Up Sign, Sign ID M4-9L, 30"x 24", Standard Color Florescent Orange with Black writing and arrow.				
4	Ea	Detour/Arrow Roll-Up Sign, Sign ID M4-9R, 30"x 24", Standard Color Florescent Orange with Black writing and arrow.				
4	Ea	Detour/Arrow Roll-Up Sign, Sign ID M4-9aL, 30"x 24", Standard Color Florescent Orange with Black writing, symbols, and arrow.				
4	Ea	Detour/Arrow Roll-Up Sign, Sign ID M4-9aR, 30"x 24", Standard Color Florescent Orange with Black writing and arrow.				
2	Ea	Exit Only Roll-Up Sign, Sign ID E5-3, 48" x 36", Standard Color Florescent Orange with Black writing.				
2	Ea	Pedestrian Crosswalk Roll-Up Sign, Sign ID R9-8, 36" x 18", Standard Color White with Black writing.				
2	Ea	Pedestrian Sidewalk Closed Roll-Up Sign, Sign ID R9-9, 24" x 12", Standard Color White with Black writing.				

3	Ea	Sidewalk Closed Ahead Cross Here, Sign ID R9-11, 24" x 12", Standard Color White with Black writing and symbol.				
1	Ea	No Right Turn Symbol Roll-Up Sign, Sign ID R3-1, 48" x 48", Standard Color White with Black symbol and Red slash from left to right.				
1	Ea	No Left Turn Symbol Roll-Up Sign, Sign ID R3-2, 48" x 48", Standard Color White with Black symbol and Red slash from left to right.				
<b>Total Order Extension:</b>						
<b>SPECIFICATION NOTE:</b> Please refer to attached MoDOT Specification for Roll-Up Signs, MGS-04-01F on Pages 3-5.						
<b>VENDOR NOTE:</b> MoDOT reserves the right to increase or decrease quantities. Pricing shall remain in effect through August 31, 2011.						

**THIS IS NOT A SEALED BID. QUOTATIONS CAN BE FAXED TO EITHER FAX NUMBER ABOVE.**

**VENDOR NAME:**

### **VENDOR INFORMATION**

**COMPLETE AND SUBMIT THIS PAGE ALONG WITH PAGES 1, 6, AND 7.**

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):	
	Phone #:	
	Fax #:	
	Cellular #:	
Printed Name and Title of Responsible Officer or Employee:	Signature:	
Is your company registered/certified with the State of Missouri as a (please circle):		
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES	NO
<b>VENDOR NOTE:</b> Prior to any contract issuance, the Bidder must be in compliance with the laws regarding conducting business in the State of Missouri.		



## ROLL-UP SIGNS (MGS-04-01F)

**1.0 DESCRIPTION.** This specification covers roll-up signs to be used in temporary traffic control zones.

## 2.0 MATERIAL.

### 2.1 SIGNS AND OVERLAYS.

**2.1.1 SUBSTRATES.** Sign and overlay blanks shall consist of microprismatic, retroreflective sheeting, in colors specified, sealed to a heavy-duty coated fabric or vinyl material of like or neutral color. Sheeting shall be UV stabilized to meet weathering requirements of ASTM G 23 or G 26, shall have a minimum coefficient of retroreflection specified below when measured in accordance with ASTM E 810, and shall meet the applicable color specification below. Heat resistance and impact resistance of the sheeting shall be in accordance with the latest version of ASTM D 4956.

Minimum Coefficient of Retroreflection ( $R_A$ ) at 90 Degree Rotation Angle (cd/fc/ft <sup>2</sup> )					
Observation Angle (degree)	Entrance Angle (degree)	Color			
		Fluorescent Pink	Fluorescent Orange	White	Yellow
0.2	-4	135	200	250	170
0.2	+30	60	100	95	64
0.5	-4	60	80	200	136
0.5	+30	25	30	60	40

Color Specification Limits (daytime)									
Color	1		2		3		4		Min. Luminance Factor (Y%)
	x	Y	x	y	x	y	x	y	
Fluorescent Pink	.590	.350	.644	.290	.497	.209	.400	.335	25
Fluorescent Orange	.562	.348	.506	.404	.570	.429	.645	.355	14
White	.303	.300	.368	.366	.340	.393	.274	.329	30
Yellow	.498	.412	.557	.442	.479	.520	.438	.472	24
The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with CIE Standard Illuminant D65.									

**2.1.2 DESIGN AND LAYOUT.** Signs and overlays shall be of the color and size specified below. Sign and overlay borders, legends (size and copy), and symbols, as applicable, shall conform to the latest editions of the *Manual on Uniform Traffic Control Devices* and the *Standard Highway Signs* book and shall be silk-screened onto the face of the sign. Ink used in production of the signs and overlays shall conform to industry color standards and shall be compatible with the sheeting and shall not crack, peel, split, or delaminate from the sheeting for the useful life of the sign. For ease of sign identification when stored, the legend, or worded description for symbol signs, shall be printed near the bottom corner of the sign, between the border and the edge of each sign, or on a tag securely affixed to the bottom corner of the sign.

- (1) Overlay packages are supplied as part of the associated sign.
- (2) Overlay size is approximate. The manufacturer shall ensure actual size provides enough area for the specified overlay legend or symbol, accommodates a buffer space for the overlay attachments, and completely covers the appropriate sign legend or symbol while not obscuring any sign border or relevant legend or symbol.

**2.1.3 OVERLAY ATTACHMENTS.** For signs with overlays, a minimum 3/4-inch wide hook-and-loop material of color similar to the sign and overlay substrates they are placed on shall be used to display the overlay on the sign. The hook portion shall be placed along the length of the top and bottom of those sides opposite the sheeted sides of the overlay. The loop portion shall be placed on the face of the sign in the same dimensions used for the hook portion on the overlay and located on the sign face to display the overlay in its intended position. Each portion shall be securely affixed to the sign and overlay with a weather-resistant stitching material.

**2.1.4 BRACING POCKETS.** To facilitate attachment of the sign bracing to the sign, a pocket shall be provided on the back of the sign at each horizontal, vertical, and diagonal rib terminus, except those short horizontal ribs added for use with universal sign holders as described in Sec 2.2.2. Each pocket shall be positioned to ensure the sign remains taught and maintains its intended shape when the rib is engaged in the pocket and shall be securely attached to the sign with at least two appropriate-sized, semi-hollow, truss-head, zinc-plated steel rivets with washers. Fabric and sliding pockets, as well as plastic pockets with one of the two rivets exposed at the top of the pocket, are not acceptable.

**2.1.5 ANTI-KITING DEVICE.** A strap consisting of 1-inch wide hook-and-loop material securely affixed back-to-back shall be permanently attached near the center of the back of the sign to allow the user to prevent the sign from billowing away from the sign bracing. The manufacturer may submit alternative designs for department consideration.

**2.1.6 STORAGE DEVICE.** A strap consisting of 1-inch wide hook-and-loop material securely affixed back-to-back shall be permanently attached to the sign to allow the user to store the roll-up sign easily. The manufacturer may submit alternative designs for department consideration.

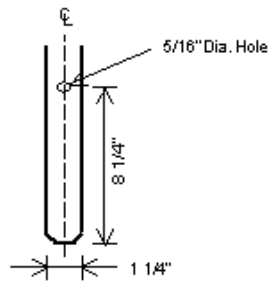
## **2.2 SIGN BRACING.**

**2.2.1 SUPPORT RIBS.** Sign bracing shall be constructed of UV stabilized, bloom- and splinter-resistant, fiberglass ribs conforming to the thickness and width dimensions specified below. Lengths shall be sufficient to ensure the sign remains taught and maintains its intended shape when the rib is engaged in the pocket. Rib ends shall be shaped or otherwise treated to prevent splintering, sharp edges, and damage to the sign face.

	Thickness	Width
Horizontal Ribs	3/16"	1-1/4"
Diagonal Ribs	1/4"	1-1/4"
Vertical Ribs	5/16"	1-1/4"

**2.2.2 CONFIGURATION AND DESIGN.** Diamond-shaped signs shall have one full vertical and one full horizontal rib. All other signs shall have a bracing configuration designed to present the intended sign shape and shall include a horizontally-centered, full vertical and a horizontal rib. The horizontal

rib may extend the width of the sign or be designed for use with universal sign holders. All vertical ribs shall have one 5/16-inch diameter hole drilled as shown below.



**2.2.3 RIB CONNECTIONS.** All ribs shall be fastened together, typically at the intersection of the midpoint of their length and width, with a bolt or rivet combination designed for ease of roll-up sign storage and to minimize damage to the sign material. Bolt combinations shall consist of a zinc-plated steel 1/4-inch slotted-, phillips-, or hex-head bolt, washers, and an all-metal, self-locking nut. Rivet combinations shall consist of a 1/4-inch diameter, semi-hollow, truss-head, zinc-plated steel rivet and washers. Blind or hollow type rivets are not acceptable. Washers shall consist of a zinc-plated 1/4-inch I.D. x 1-inch O.D. x 1/16-inch flat washer located between the fastener pieces and the ribs and between each of the ribs and, if applicable, a zinc-plated 1/4-inch split-ring, lock washer located under the head of the rivet.

**2.2.4 SUPPORT STRAP.** A strap shall be permanently attached to the upper and lower portions of the vertical rib to allow the user to secure the roll-up sign to a sign support. One end of each strap shall consist of a 1-1/4 inch long (approx.) x 1-inch wide strap with a plastic or metal D-ring secured to the end. The other end of each strap shall consist of a 7-inch long (approx.) x 1-inch wide strap of hook-and-loop material arranged so the strap adheres to itself when fed through the D-ring. The manufacturer may submit alternative designs for department consideration.

**3.0 FLAG SYSTEM.** Flag systems, when specified, shall consist of a flag bracket and two flag assemblies. Each flag assembly shall consist of an 18"x18" orange, vinyl flag securely attached on one side to a fiberglass blank. The blank shall be securely attached to the flag bracket with the flag "hanging" from the rod, be of sufficient cross-section to display the flag in wind speeds up to 50 mph, and be of sufficient length to hold the flags approximately six inches from the sign. The flag bracket shall display the flags at approximately 90 degrees from each other and be easily installed and removed from the upper portion of the vertical rib. The overall design of the flag system shall enable the storage of the entire system with the sign without removing the system from the sign or moving the bracket.

**4.0 QUALIFICATION SAMPLE REQUIRED AT BID.** The manufacturer shall submit a diamond-shaped and rectangular-shaped roll-up sign, complete with overlays, bracing, and flag system, meeting this specification and a 12"x12" sample of each substrate type to be used in the production of the roll-up signs with their bid to be considered responsive. Samples will be inspected by the department for conformance to this specification and will be considered, in addition to the bid prices, in the determination of contract award.

**5.0 CERTIFICATION.** The manufacturer awarded the contract shall provide certification with each shipment of roll-up signs that the roll-up signs supplied conform to the accepted samples.

**6.0 ACCEPTANCE.** Acceptance of roll-up signs will be by certification and any tests deemed necessary by the department to ensure the signs are in accordance with this specification.

## PREFERENCE IN PURCHASING PRODUCTS

**DATE:** \_\_\_\_\_

The bidder's attention is directed to Section 34.076 RSMo. 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

FOR CORPORATIONS:

State in which incorporated \_\_\_\_\_

FOR OTHERS:

State of domicile \_\_\_\_\_

FOR ALL BIDDERS:

List address of Missouri offices or places of business

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(MUST BE COMPLETED AND SIGNED)

**FIRM NAME:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**CITY:**

**STATE:**

**ZIP:**

\_\_\_\_\_

**BY:**

\_\_\_\_\_

**NOTE:** For bid to be considered, the attachment entitled "Preference in Purchasing Products" must be on file in this office and must be dated in the current calendar year.

## **MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

### Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

### Veteran Information

### Business Information

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Service-Disabled Veteran's Name, (Please Print)

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Service-Disabled Veteran Business Name

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*Service-Disabled Veteran's Signature*

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Missouri Address of Service-Disabled Veteran Business

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**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

**GENERAL TERMS AND CONDITIONS**

**General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

**Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

**Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

**Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
  - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

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- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

#### **Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

#### **Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### **Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

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**SPECIAL TERMS AND CONDITIONS**

**Delivery – Additional Requirements**

1. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

2. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.